

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,)	
on behalf of the UNITED STATES)	
DEPARTMENT OF HEALTH AND)	
HUMAN SERVICES,)	
)	No.
Plaintiff,)	
)	
v.)	
)	
JESSICA CRAIG,)	
)	
Defendant.)	
_____)	

COMPLAINT

Comes now plaintiff, United States of America, by Jeffrey B. Jensen, United States Attorney for the Eastern District of Missouri, and Joshua M. Jones, Assistant United States Attorney for said District, and for its Complaint states as follows:

Parties, Jurisdiction, and Venue

1. Plaintiff is the United States of America, on behalf of the United States Department of Health and Human Services ("DHHS").
2. Defendant Jessica Craig (hereinafter "Defendant" or "Ms. Craig") is an individual and was at all times relevant to this case domiciled in the Eastern District of Missouri.
3. This court has jurisdiction under 28 U.S.C. § 1345, which grants district courts original jurisdiction over all civil actions commenced by the United States of America.
4. Venue properly lies with this Court pursuant to 28 U.S.C. § 1391(b)(1) because Ms. Craig reside within the Eastern District of Missouri. Venue also lies with this Court pursuant to 28 U.S.C. §1391(b)(2) because a substantial part of the events giving rise to this claim occurred in

the Eastern District of Missouri.

5. Divisional venue is proper pursuant to E.D. Mo. L.R. 3-2.07(B)(1) because Ms. Craig is a resident of the Eastern Division.

Factual Allegations

6. Ms. Craig applied to participate in the National Health Service Corps Loan Program (hereafter, NHSC/LRP). The DHHS approved the application.

7. On June 21, 2012, Ms. Craig signed an NHSC/LRP contract. A representative from the DHSS signed the contract on July 11, 2012. A copy of the Contract is attached as Exhibit 1 and incorporated herein. Funds totaling \$27,711.91 were paid to Ms. Craig by the United States in accordance with the provisions of the statute and implementing regulations. *See* 42 C.F.R. Part 62, Subpart B.

8. The funds disbursed to Ms. Craig were paid upon the condition that she provide health services on a full-time clinical basis in a health professional shortage area, *see* 42 C.F.R. 254e and 42 C.F.R. Part 5, as assigned by the DHSS. Ms. Craig was obligated to provide such service for two (2) years. However, Ms. Craig did not complete the service obligation owed under the written contract. Instead, Ms. Craig completed 241 days (7 full months) of service.

9. Pursuant to 42 U.S.C. § 254o(c)(1):

If . . . an individual breaches the written contract of the individual . . . by failing either to begin such individual's service obligation . . . or to complete such service obligation, the United States shall be entitled to recover from the individual an amount equal to the sum of—

(A) the total of the amounts paid by the United States . . . on behalf of the individual for any period of obligated service not served;

(B) an amount equal to the product of the number of months of obligated service that were not completed by the individual, multiplied by \$7,500; and

(C) the interest on the amounts described in subparagraphs (A) and (B), at the maximum legal prevailing rate, as determined by the Treasurer of the United States, from the date of the breach.

except that the amount the United States is entitled to recover under this paragraph shall not be less than \$31,000

10. On September 10, 2013, the DHHS notified Ms. Craig by letter that it was placing her in default for failing to fulfill the requirements of her NHSC/LRP contract. The letter advised Ms. Craig that the debt must be paid within one (1) year from the date of default. Ms. Craig did not respond to the notification.

11. To date, Ms. Craig has not made any payments to the United States on the debt.

Count I

12. The United States re-alleges of the averments contained in Paragraphs 1-11 above, as if fully set forth herein.

13. After all due credits, Ms. Craig is indebted to the United States in the following amounts:

(A) \$14,544.01, representing the total of the amounts paid by the United States for any period of obligated service not served (\$27,711.91, divided by 730 obligated service days, multiplied by 489 days unserved), *see* 42 U.S.C. § 254o(c)(1)(A);

(B) \$127,500, representing an amount equal to the product of the full number of months

of obligated service not completed, multiplied by \$7,500 (\$7,500 times 17 months of service not completed), *see* 42 U.S.C. § 254o(c)(1)(B); and

- (C) Interest at a rate of 10.625% on the above amounts from April 24, 2018, the date of the breach.

WHEREFORE, the United States prays this Court enter judgment against Defendant Jessica Craig in the amount of \$142,044.01, plus interest to April 24, 2018, in the amount of \$77,280.21 and interest thereafter to the date of judgment at the rate of 10.625%, plus post-judgment interest at the statutory rate as allowed by law, together with costs of this action pursuant to 28 U.S.C. Section 2412(a)(2), and any other costs of this action deemed just and proper.

Respectfully submitted,

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United States Attorney



/s/ Joshua M. Jones

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